

McGUIRE WOODS LLP

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Attorneys for Defendants
AMLI MANAGEMENT COMPANY,
AMLI RESIDENTIAL PARTNERS, LLC,
and AMLI RESIDENTIAL PROPERTIES, L.P.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

GIOVANNI MIMS, an individual

Plaintiff,

vs.

AMLI MANAGEMENT COMPANY, an
Illinois Corporation; AMLI RESIDENTIAL
PARTNERS, LLC, a Delaware Limited
Liability Company; AMLI RESIDENTIAL
PROPERTIES, L.P., a Delaware Limited
Partnership; and DOES 1-50, inclusive,

Defendants.

CASE NO.

[Alameda Case No. RG20053406]

**DEFENDANTS' NOTICE OF REMOVAL
OF CIVIL ACTION FROM STATE
COURT**

Complaint Filed: February 5, 2020
Complaint Served: February 10, 2020

1 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN**
2 **DISTRICT OF CALIFORNIA:**

3 PLEASE TAKE NOTICE that Defendants AMLI MANAGEMENT COMPANY (“AMLI
4 Management”), AMLI RESIDENTIAL PARTNERS, LLC (“AMLI Partners”), and AMLI
5 RESIDENTIAL PROPERTIES, L.P. (“AMLI Properties”) (collectively, “Defendants”), by and
6 through their undersigned counsel, hereby remove the above-entitled action from the Superior Court
7 of the State of California in and for the County of Alameda (the “State Court”), in which the action
8 is currently pending, to the United States District Court for the Northern District of California on
9 the grounds that this Court has jurisdiction over this civil action pursuant to 28 U.S.C. §§ 1331,
10 1367, 1441, 1446 and all other applicable bases for removal. In support of this Notice of Removal,
11 Defendants aver as follows:

12 **STATE COURT ACTION**

13 1. On or about February 5, 2020, Plaintiff GIOVANNI MIMS (“Plaintiff”) filed a
14 Complaint against Defendants in the State Court, styled as *Giovanni Mims v. AMLI Management*
15 *Company; AMLI Residential Partners, LLC; AMLI Residential Properties, L.P.; and DOES 1-25,*
16 *inclusive*, Case No. RG20053406 (the “State Court Action”). A true and correct copy of the
17 Complaint is attached hereto as **Exhibit A**.

18 2. On February 10, 2020, Defendant AMLI Management’s registered agent for service of
19 process was personally served with the following documents:

20 **Exhibit A:** Complaint

21 **Exhibit B:** Summons

22 **Exhibit C:** Civil Case Cover Sheet

23 3. Defendants’ time to remove this action runs from the date that AMLI Management was
24 served. *See* 28 U.S.C. § 1446(b)(2)(B) (“Each defendant shall have 30 days after receipt by or
25 service on that defendant of the initial pleading or summons described in paragraph (1) to file the
26 notice of removal.”); *Destfino v. Reiswig*, 630 F.3d 952, 956 (9th Cir. 2011) (“[W]e hold that each
27 defendant is entitled to thirty days to exercise his removal rights after being served.”).

28 4. Defendants are informed and believe that the following additional documents are also

on file in the State Court Action, which are attached hereto as the Exhibits identified below:

Exhibit D: Notice of Hearing

Exhibit E: Proof of Service of Summons on AMLI Management

Exhibit F: Proof of Service of Summons on AMLI Partners

Exhibit G: Proof of Service of Summons on AMLI Properties

5. On March 9, 2020, Defendants filed and served their Answer to Plaintiff's Complaint in the State Court Action. A true and correct copy of Defendants' Answer to the Complaint is attached hereto as **Exhibit H**.

6. Defendants are informed and believe that the aforementioned documents and exhibits constitute all of the process, pleadings, and orders on file in the State Court Action.

7. The docket for the State Court Action does not indicate that there has been service of process upon any "Does," and Defendants are informed and believe that there has been no service of process upon any "Does," which are fictitious defendants and therefore properly disregarded for purposes of this removal. 28 U.S.C. § 1441(a).

8. In accordance with 28 U.S.C. § 1446(d), Defendants will provide contemporaneous written notice of this Notice of Removal to all adverse parties and to the Clerk of the State Court.

TIMELINESS OF REMOVAL

9. This action has not previously been removed to federal court.

10. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b), which provides that a Notice of Removal "shall be filed within thirty days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim upon which such action or proceeding is based." Defendants have timely filed this Notice of Removal within thirty (30) days of February 10, 2020, the date on which AMLI Management was personally served with and received the Summons and Complaint in this action.

REMOVAL JURISDICTION – FEDERAL QUESTION

11. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331, 1367, 1441(b), and all other applicable bases for removal.

1 pending in the State Court be removed to this United States District Court.

2
3
4 DATED: March 10, 2020

McGUIREWOODS LLP

5
6 By: /s/ Kerri H. Sakaue
Kerri H. Sakaue, Esq.

7
8 Attorneys for Defendants
9 AMLI MANAGEMENT COMPANY,
10 AMLI RESIDENTIAL PARTNERS, LLC,
11 and AMLI RESIDENTIAL PROPERTIES, L.P.
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7 Attorneys for Plaintiff
 GIOVANNI MIMS

ENDORSED
 FILED
 ALAMEDA COUNTY

FEB 05 2020

CLERK OF THE SUPERIOR COURT
 By Jamie Thomas
 JAMIE THOMAS, Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF ALAMEDA

11 UNLIMITED JURISDICTION

13 GIOVANNI MIMS, on behalf of himself, all
 14 others similarly situated,

15 *Plaintiff,*

16 vs.

17 AMLI MANAGEMENT COMPANY, an
 Illinois corporation; AMLI RESIDENTIAL
 18 PARTNERS, LLC; a Delaware Limited
 Liability Company; AMLI RESIDENTIAL
 19 PROPERTIES, L.P., a Delaware Limited
 Partnership; and DOES 1 through 50, inclusive,

20 *Defendants.*

Case No. **RG20053406**

COMPLAINT

Violation of 15 U.S.C. §§ 1681b(b)(2)(A) (Fair
 Credit Reporting Act)

DEMAND FOR JURY TRIAL

Filed By Fax

COMPLAINT

COMES NOW, Plaintiff GIOVANNI MIMS (hereafter "Plaintiff"), on behalf of himself and all others similarly situated, complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this class action against defendant AMLI MANAGEMENT COMPANY, AMLI RESIDENTIAL PARTNERS, LLC, AMLI RESIDENTIAL PROPERTIES, L.P., and DOES 1 through 50, inclusively (collectively referred to as "Defendants") for alleged violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681 *et seq.*

2. Plaintiff alleges that Defendants routinely acquire consumer reports to conduct background checks on Plaintiff and other prospective, current and former employees and use information from consumer reports in connection with their hiring process without providing proper disclosures and obtaining proper authorization in compliance with the law.

3. Plaintiff, individually and on behalf of all others similarly situated current, former, and prospective employees, seeks statutory damages due to Defendants' systematic and willful violations of the FCRA.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction to hear this case because the monetary damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction of the Superior Court of the State of California.

5. Venue is proper in Alameda because Defendants' principal place of business is in Illinois, is incorporated under the laws of Delaware, does business in Alameda County, and has not registered a California place of business with the California Secretary of State. As such, venue is proper in any county in California.

PARTIES

6. Plaintiff was employed by Defendant in the State of California.

7. Defendant AMLI MANAGEMENT COMPANY is an Illinois corporation and does business in the State of California.

8. Defendant AMLI RESIDENTIAL PARTNERS, LLC, is a Delaware Limited Liability Company and does business in the State of California.

1 9. Defendant AMPLI RESIDENTIAL PROPERTIES, L.P., is a Delaware Limited
2 Partnership and does business in the State of California.

3 10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation
4 in the conduct alleged herein, of the defendants sued as DOES 1 through 10, inclusive, but is informed
5 and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct
6 alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend the
7 Complaint to allege the true names and capacities of the DOE defendants when ascertained.

8 11. Plaintiff is informed and believes and thereon alleges that, at all relevant times herein, all
9 Defendants were the agents, employees and/or servants, masters or employers of the remaining
10 defendants, and in doing the things hereinafter alleged, were acting within the course and scope of such
11 agency or employment, and with the approval and ratification of each of the other Defendants.

12 12. Plaintiff alleges that each and every one of the acts and omissions alleged herein were
13 performed by, and/or attributable to, all Defendants, each acting as agents and/or employees, and/or
14 under the direction and control of each of the other defendants, and that said acts and failures to act were
15 within the course and scope of said agency, employment and/or direction and control.

16 **CLASS ALLEGATIONS**

17 13. This action has been brought and may be maintained as a class action pursuant to Code of
18 Civil Procedure section 382 because there is a well-defined community of interest among many persons
19 who comprise the classes defined below.

20 14. **Class Definitions:** The classes are defined as follows:

21 (a) **FCRA Class:** All of Defendants' current, former and prospective applicants for
22 employment in the United States who applied for a job with Defendants at any
23 time during the period for whom a background check was performed beginning
24 five years prior to the filing of this action and ending on the date that final
25 judgment is entered in this action.

26 15. **Revisions to Proposed Class Definitions:** Plaintiff reserves the right to amend or modify
27 the class definitions by further division into subclasses and/or by limitation to particular issues and/or to
28 exclude improper constituents as may subsequently prove necessary.

1 16. **Numerosity:** The class members are so numerous that the individual joinder of each
2 individual class member is impractical. While Plaintiff does not currently know the exact number of
3 class members, Plaintiff is informed and believes that the actual number exceeds the minimum required
4 for numerosity under federal law.

5 17. **Commonality and Predominance:** Common questions of law and fact exist as to all
6 class members and predominate over any questions which affect only individual class members. These
7 questions include, but are not limited to:

- 8 (a) Whether Defendants willfully failed to provide the class with clear and
9 conspicuous, stand-alone written disclosures before obtaining a background
10 report in compliance with the statutory mandates;
- 11 (b) Whether Defendants willfully failed to identify the name, address, telephone
12 number, and/or website of the consumer reporting agency conducting the
13 investigation;
- 14 (c) Whether Defendants willfully failed to identify the source of the consumer report
15 to be performed; and
- 16 (d) Whether Defendants willfully failed to comply with the FCRA.

17 18. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is
18 informed and believes and thereon alleges that Defendants have a policy, practice or a lack of a policy
19 which resulted in Defendants failing to comply with the FCRA as alleged herein.

20 19. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in that
21 she has no interests that are adverse to, or otherwise in conflict with, the interests of absent class
22 members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of class members. Plaintiff
23 will fairly and adequately represent and protect the interests of class members.

24 20. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they
25 have no known conflicts of interest with Plaintiff or absent class members, are experienced in class
26 action litigation and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent
27 class members.

28 21. **Superiority:** A class action is vastly superior to other available means for fair and

1 efficient adjudication of class members' claims and would be beneficial to the parties and the Court.
2 Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently
3 prosecute their common claims in a single forum without the unnecessary duplication of effort and
4 expense that numerous individual actions would entail. In addition, the monetary amounts due to many
5 individual class members are likely to be relatively small and would thus make it difficult, if not
6 impossible, for individual class members to both seek and obtain relief. Moreover, a class action will
7 serve an important public interest by permitting class members to effectively pursue the recovery of
8 monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory
9 judgments inherent in individual litigation.

10 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

11 22. When Plaintiff applied for employment with Defendant, Defendants provided a
12 disclosure and authorization form to perform a background investigation.

13 23. The disclosures provided by Defendants contained extraneous and superfluous language
14 that does not consist solely of the disclosure as required by the FCRA and/or is not clear and
15 conspicuous.

16 24. In violation of Section 1681b(b)(2)(A) of the FCRA, the following provisions of
17 Defendant's disclosure documents contain extraneous information that violates the "solely" requirement
18 of the FCRA:

19 1. Defendant's disclosure includes language stating that a consumer report will include
20 information about applicant's "character, general reputation, personal characteristics,
21 and/or mode of living."

22 a. This language is extraneous and noncompliant with FCRA disclosure
23 requirements. Specifically, the language identifies broad and vague terms
24 that they purport to be the subject of the consumer report in a manner that
25 only serves to confuse applicants. By stating that the report will investigate
26 "personal characteristics and mode of living", the disclosure ultimately makes
27 unclear what exactly the scope of the investigation is and makes it unclear
28 what exactly will be investigated into applicants and the manner by which

1 they will be investigated.

2 2. Defendant's disclosure includes language stating that applicants have the right upon
3 written request made "within a reasonable time" to request whether a consumer
4 report has been run about you and to request a copy of the report.

5 a. This language is extraneous and noncompliant with FCRA disclosure
6 requirements. Specifically, by stating that the request must be made "within a
7 reasonable time", Defendant's disclosure constitutes a gross misstatement of
8 the law as applicants should be able to make such a request at any point.
9 Furthermore, there is no language that identifies what they define to be a
10 reasonable period of time. Additionally, the disclosure does not state to
11 whom such a request should be made and the manner by which applicants
12 should go about making requests.

13 3. Defendants disclosure includes language stating "The Company may obtain
14 consumer reports from any outside organization throughout the course of your
15 employment."

16 a. This language is extraneous and noncompliant with FCRA disclosure
17 requirements. Furthermore, this is unlawful in that it purports to not only
18 authorize a present consumer investigation, but also any future consumer
19 investigation to be conducted by any unnamed third party. This language
20 only serves to confuse applicants as to the scope of their authorization in their
21 disclosures and unlawfully attempts to grant itself blanket authorization to
22 conduct future investigations without complying with the FCRA.

23 4. Defendants disclosure includes a box for applicants to check stating, "I acknowledge
24 receipt of the DISCLOSURE REGARDING BACKGROUND INVESTIGATION
25 and certify that I have read and understand this document.

26 a. This language is extraneous and noncompliant with FCRA disclosure
27 requirements. Furthermore, the inclusion of this section is tantamount to a
28 release of liability insofar as it purports to have applicants acknowledge that

1 the disclosure is clear and conspicuous in checking the box. Such liability
2 releases have been construed by courts to be invalid and noncompliant with
3 FCRA disclosure requirements.

4 25. The inclusion of the extraneous provisions causes the disclosure to fail to be "clear and
5 conspicuous" and "clear and accurate," and thus violates Sections 1681b(b)(2)(A) and 1681d(a). More
6 specifically, the disclosure does not comply with the "clear and conspicuous" requirement because (1)
7 the disclosures include language which serves to reduce clarity as to what rights each applicant or
8 employee possesses (2) the disclosure purports to unlawfully authorize any and all future investigations
9 into applicants and (3) the disclosure provisions are set out in a dense, small font that reduces clarity. The
10 FCRA disclosure should be a standalone document and, if desired, a bare authorization to obtain
11 information, without being weighed down by multiple, irrelevant state law references, confusing and
12 contradictory rights summaries, and acknowledgement of receipt of separate documents, and
13 impermissible references to side documents containing information not set forth in the attempted
14 disclosure.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF THE FCRA**

17 (15 U.S.C. §§ 1681b(b)(2)(A))

18 (By Plaintiff and the FCRA Class Against All Defendants)

19 26. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

20 27. Defendants are "persons" as defined by Section 1681a(b) of the FCRA.

21 28. Plaintiff and FCRA Class members are "consumers" within the meaning Section
22 1681a(c) of the FCRA, because they are "individuals."

23 29. Section 1681a(d)(1) of the FCRA defines "consumer report" as

24 any oral, or other communication of any information by a consumer reporting agency bearing on
25 a consumer's credit worthiness, credit standing, credit capacity, character, general reputation,
26 personal characteristics, or mode of living which is used or expected to be used or collected in
whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility"
for employment purposes.

27 As defined, a credit and background report qualifies as a consumer report.

28 30. Section 1681b(b) of the FCRA provides, in relevant part:

1 Conditions for furnishing and using consumer reports for employment purposes

2 (2) Disclosure to consumer

3 (A) In general

4 Except as provided in subparagraph (B), a person may not procure a consumer report, or
5 cause a consumer report to be procured, for employment purposes with respect to any
6 consumer, unless—

7 (i) a *clear and conspicuous* disclosure has been made in writing to the consumer
8 at any time before the report is procured or caused to be procured, in a document
9 that *consists solely of the disclosure*, that a consumer report may be obtained for
10 employment purposes; and

11 (ii) the consumer has authorized in writing (which authorization may be made on
12 the document referred to in clause (i)) the procurement of the report by that
13 person. (Emphasis Added).

14 31. Section 1681b(b)(2)(A)(i) requires that a clear and conspicuous disclosure be made in
15 writing.

16 32. As described above, Plaintiff alleges, on information and belief, that in evaluating her and
17 other class members for employment, Defendants procured or caused to be prepared credit and
18 background reports (i.e., a consumer report and/or investigative consumer report, as defined by 15 U.S.C.
19 § 1681a(d)(1)(B) and 15 U.S.C. § 1681a(e)).

20 33. The purported disclosures do not meet the requirements under the law because they are
21 embedded with extraneous information, and are not clear and conspicuous disclosures in a stand-alone
22 document.

23 34. Under the FCRA, it is unlawful to procure or caused to be procured, a consumer report or
24 investigative consumer report for employment purposes unless the disclosure is made in a document that
25 consists solely of the disclosure and the consumer has authorized, in writing, the procurement of the
26 report. 15 U.S.C. § 1681b(b)(2)(A)(i)-(ii). The inclusion of a release and other extraneous information,
27 therefore, violates § 1681b(b)(2)(A) of the FCRA.

28 35. Although the disclosure and the authorization may be combined in a single document, the
Federal Trade Commission ("FTC") has warned that the form should not include any extraneous
information or be part of another document. For example, in response to an inquiry as to whether the
disclosure may be set forth within an application for employment or whether it must be included in a

1 separate document, the FTC stated:

2 The disclosure may not be part of an employment application because the language [of 15 U.S.C.
3 § 1681b(b)(2)(A) is] intended to ensure that it appears conspicuously in a document not
4 encumbered by any other information. The reason for requiring that the disclosure be in a stand-
alone document is to prevent consumers from being distracted by other information side-by-side
within the disclosure.

5 36. Defendants' conduct in violation of Section 1681b(b)(2)(A) of the FCRA was and is
6 willful. Defendants acted in deliberate or reckless disregard of their obligations and the rights of
7 applicants and employees, including Plaintiff and class members. Defendants' willful conduct is
8 reflected by, among other things, the following facts:

9 (a) DEFENDANTS are a large entity with access to legal advice;

10 (b) DEFENDANTS required a purported authorization to perform credit and
11 background checks in the process of employing the class members which,
12 although defective, evidences DEFENDANT's awareness of and willful failure to
13 follow the governing laws concerning such authorizations;

14 (c) The plain language of the statute unambiguously indicates that inclusion of a
15 liability release and other extraneous information in a disclosure form violates the
16 disclosure and authorization requirements; and

17 (d) The FTC's express statements, pre-dating DEFENDANT's conduct, which state
18 that it is a violation of Section 1681b(b)(2)(A) of the FCRA to include a liability
19 waiver in the FCRA disclosure form.

20 37. Defendants required a liability release, in the portion of the disclosure form appended to
21 the application, along with other extraneous information, that releases all parties involved from any
22 liability and responsibility for releasing information they have about the Plaintiff to Defendants.
23 Specifically, the inclusion of a section where applicants are made to certify "I acknowledge receipt of the
24 DISCLOSURE REGARDING BACKGROUND INVESTIGATION and certify that I have read and
25 understand this document," is tantamount to a liability release insofar as it purports to make employees
26 check that the disclosure was clear and conspicuous.

27 38. Accordingly, Defendants willfully violated and continue to violate the FCRA including,
28 but not limited to, §§ 1681b(b)(2)(A) and 1681d(a). Defendants' willful conduct is reflected by, among

1 other things, the facts set forth above.

2 39. Plaintiff, on behalf of herself and all FCRA Class members, seeks remedies pursuant to
3 15 U.S.C. § 1681n, including statutory damages, and attorneys' fees and costs.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, on behalf of Plaintiff and all others similarly situated, prays for relief
6 and judgment against Defendants as follows:

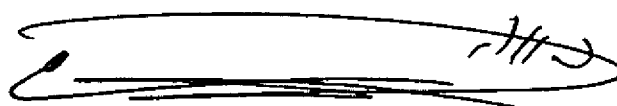
- 7 A. An order that the action be certified as a class action;
8 B. An order that Plaintiff be appointed class representative;
9 C. An order that counsel for Plaintiff be appointed class counsel;
10 D. Statutory penalties;
11 E. Costs of suit;
12 F. Interest;
13 G. Reasonable attorneys' fees; and
14 H. Such other relief as the Court deems just and proper or as authorize by statute.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff, on behalf of Plaintiff and all others similarly situated, hereby demands a jury trial on all
17 issues so triable.

18
19 DATED: February 4, 2020

SETAREH LAW GROUP

20 
21 _____
22 SHAUN SETAREH
23 THOMAS SEGAL
24 FARRAH GRANT
25 Attorneys for Plaintiff
26 GIOVANNI MIMS
27
28

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

AMLI MANAGEMENT COMPANY, an Illinois corporation; AMLI
RESIDENTIAL PARTNERS, LLC, a Delaware Limited Liability Comp

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

GIOVANNI MIMS, on behalf of himself, all others similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**ENDORSED
FILED
ALAMEDA COUNTY
FEB 05 2020**

CLERK OF THE SUPERIOR COURT
By Jamie Thomas
JAMIE THOMAS, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar al gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

René C. Davidson Courthouse
1225 Fallon Street, Oakland, California 94612

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Shaun Setareh, 315 South Beverly Drive, Ste 315, Beverly Hills, CA 90212 (310)888-7771

CASE NUMBER:
(Número de caso)

RG20053406

DATE:
(Fecha)

FEB 05 2020

Chad Finke

Clerk, by
(Secretario)

JAMIE J. THOMAS

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

AMLI MANAGEMENT COMPANY, an Illinois corporation

3. ☒ on behalf of (specify):

under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

SUM-200(A)

SHORT TITLE: MIMS v. AMLI MANAGEMENT COMPANY, et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

any; AMLI RESIDENTIAL PROPERTIES, L.P., a Delaware Limited Partnership; and DOES 1 through 50, inclusive,

Page 2 of 2

Page 1 of 1

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Shaun Setareh (SBN #204514) SETAREH LAW GROUP 9454 Wilshire Boulevard, Suite 711 Beverly Hills, CA 90212 TELEPHONE NO.: (310) 888-7771 FAX NO.: (310) 888-0109 ATTORNEY FOR (Name): GIOVANNI MIMS		CM-010 FOR COURT USE ONLY ENDORSED FILED ALAMEDA COUNTY FEB 05 2020 CLERK OF THE SUPERIOR COURT By <u>JAMIE THOMAS, Deputy</u>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, California 94612 BRANCH NAME: René C. Davidson Courthouse			
CASE NAME: MIMS v. AMLI MANAGEMENT COMPANY, et al.		CASE NUMBER: RG20053406 JUDGE: DEPT:	

CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		
Items 1-6 below must be completed (see instructions on page 2).		
1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (38) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☒ Large number of separately represented parties d. ☒ Large number of witnesses
- b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☒ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☒ Substantial amount of documentary evidence f. ☒ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **One(1)**
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **February 4, 2020**
 Shaun Setareh

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- NOTICE**
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
 - File this cover sheet in addition to any cover sheet required by local court rule.
 - If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
 - Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Filed by Fox

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (38)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller
Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

Setareh Law Group
 Attn: Setareh, Shaun
 315 South Beverly Drive, Suite 315
 Beverly Hills, CA 90212

AMLI Management Company

Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

Mims

Plaintiff/Petitioner(s)

VS.

AMLI Management Company

Defendant/Respondent(s)

(Abbreviated Title)

No. RG20053406

NOTICE OF HEARING

To each party or to the attorney(s) of record for each party herein:

Notice is hereby given that the above-entitled action has been set for:

Complex Determination Hearing
 Case Management Conference

You are hereby notified to appear at the following Court location on the date and time noted below:

Complex Determination Hearing:

DATE: 03/18/2020 TIME: 09:00 AM DEPARTMENT: 21

LOCATION: Administration Building, Fourth Floor
 1221 Oak Street, Oakland

Case Management Conference:

DATE: 04/21/2020 TIME: 09:00 AM DEPARTMENT: 21

LOCATION: Administration Building, Fourth Floor
 1221 Oak Street, Oakland

Pursuant to California Rules of Court, Rule 3.400 et seq. and Local Rule 3.250 (Unified Rules of the Superior Court, County of Alameda), the above-entitled matter is set for a Complex Litigation Determination Hearing and Initial Complex Case Management Conference.

Department 21 issues tentative rulings on DomainWeb (www.alameda.courts.ca.gov/domainweb). For parties lacking access to DomainWeb, the tentative ruling must be obtained from the clerk at (510) 267-6937. Please consult Rule 3.30(c) of the Unified Rules of the Superior Court, County of Alameda, concerning the tentative ruling procedures for Department 21.

Counsel or party requesting complex litigation designation is ordered to serve a copy of this notice on all parties omitted from this notice or brought into the action after this notice was mailed.

All counsel of record and any unrepresented parties are ordered to attend this Initial Complex Case Management Conference unless otherwise notified by the Court.

Failure to appear, comply with local rules or provide a Case Management Conference statement may result in sanctions. Case Management Statements may be filed by E-Delivery, by submitting directly to the E-Delivery Fax Number (510) 267-5732. No fee is charged for this service. For further information, go to **Direct Calendar Departments** at

<http://apps.alameda.courts.ca.gov/domainweb>.


All motions in this matter to be heard prior to Complex Litigation Determination Hearing must be scheduled for hearing in Department 21.

If the information contained in this notice requires change or clarification, please contact the courtroom clerk for Department 21 by e-mail at Dept.21@alameda.courts.ca.gov or by phone at (510) 267-6937.

TELEPHONIC COURT APPEARANCES at Case Management Conferences may be available by contacting CourtCall, an independent vendor, at least 3 business days prior to the scheduled conference. Parties can make arrangements by calling (888) 882-6878, or faxing a service request form to (888) 883-2946. This service is subject to charges by the vendor.

Dated: 02/07/2020

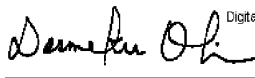
Chad Finke Executive Officer / Clerk of the Superior Court

By  ^{Digital}
Deputy Clerk

CLERK'S CERTIFICATE OF MAILING

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as shown hereon and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 02/10/2020.

By  ^{Digital}
Deputy Clerk



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): none , none Law Office of Shaun Setareh 315 South Beverly Drive , Suite 315 Beverly Hills, CA 90212 TELEPHONE NO.: (310)888-7771 ATTORNEY FOR (Name): Plaintiff	FOR CO 2227411 FILED ALAMEDA COUNTY FEB 13 2020 CLERK OF THE SUPERIOR COURT By <i>Debra Taylor</i> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, Alameda County 1225 Fallon Street, #109 Oakland, CA 94612-4293	
PLAINTIFF/PETITIONER: Giovanni Mims, on behalf of himself., et al DEFENDANT/RESPONDENT: Amli Management Company, an Illinois corporation.	CASE NUMBER: RG20053406
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: Almi Management FCRA

Filed By FAX

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
 Summons, Instructions for Use, Complaint, Civil Case Cover Sheet, Instructions on how to complete the Cover Sheet

AMLI MANAGEMENT COMPANY, an Illinois corporation

Martello Gillespie--CT Corporation System - Person Authorized to Accept Service of Process

208 S LaSalle St
 Chicago, IL 60604

- a. by personal service.
 receive service of process for the party (1) on (date): 02/10/2020 (2) at (time): 11:49AM
 6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

AMLI MANAGEMENT COMPANY, an Illinois corporation
 under: CCP 416.10 (corporation)

7. Person who served papers

- a. Name: Robert D Fairbanks
 b. Address: One Legal - 194-Marin
 1400 North McDowell Blvd, Ste 300
 Petaluma, CA 94954

c. Telephone number: 415-491-0606

d. The fee for service was: \$ 40.00

e I am:

- (1) Not a registered California process server.

8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: 02/11/2020

Robert D Fairbanks
 (NAME OF PERSON WHO SERVED PAPERS)

Robert D Fairbanks
 (SIGNATURE)



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Shaun Setareh (SBN 204514) Law Office of Shaun Setareh 315 South Beverly Drive, Suite 315 Beverly Hills, CA 90212 TELEPHONE NO.: (310) 888-7771 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY <div style="text-align: center;"> FILED ALAMEDA COUNTY CLERK OF THE SUPERIOR COURT </div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, Alameda County 1225 Fallon Street, #109 Oakland, CA 94612-4293	CASE NUMBER: Deputy RG20053406
PLAINTIFF/PETITIONER: Giovanni Mims, on behalf of himself., et al DEFENDANT/RESPONDENT: Almi Management Company, an Illinois corporation.	Ref. No. or File No.:
<div style="text-align: center;">PROOF OF SERVICE OF SUMMONS</div>	

ORIGINAL

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
2. I served copies of: **Summons, Instructions for Use, Complaint, Civil Case Cover Sheet, Instructions on how to complete the Cover Sheet**

3. a. Party served: **AMLI RESIDENTIAL PARTNERS, LLC, a Delaware Limited Liability Company**

b. Person Served: **Jian Carlos, Process Specialist-CT Corporation System - Person Authorized to Accept**

4. Address where the party was served: **28 Liberty Street New York**
New York, NY 10005

I served the party

a. by **personal service**. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **02/07/2020** (2) at (time): **12:15PM**

6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

AMLI RESIDENTIAL PARTNERS, LLC, a Delaware Limited Liability Company
 under: Other: **Limited Liability Company**

7. Person who served papers

a. Name: **Joshua Lee**
 b. Address: **One Legal - 194-Marin**
1400 North McDowell Blvd, Ste 300
Petaluma, CA 94954

c. Telephone number: **415-491-0606**

d. The fee for service was: \$ **40.00**

e I am:

(1) Not a registered California process server.

8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: **02/13/2020**

Joshua Lee

(NAME OF PERSON WHO SERVED PAPERS)

(SIGNATURE)

Form Adopted for Mandatory Use
 Judicial Council of California POS-010
 (Rev. Jan. 1, 2007)

Code of Civil Procedure, § 417.10

PROOF OF SERVICE OF SUMMONS

OL# 14383014

Exhibit F



POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Shaun Setareh (SBN 204514) Law Office of Shaun Setareh 315 South Beverly Drive, Suite 315 Beverly Hills, CA 90212 TELEPHONE NO.: (310) 888-7771 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY FILED ALAMEDA COUNTY FEB 18 2020 CLERK OF THE SUPERIOR COURT By <u>[Signature]</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, Alameda County 1225 Fallon Street, #109 Oakland, CA 94612-4293	
PLAINTIFF/PETITIONER: Giovanni Mims, on behalf of himself, et al DEFENDANT/RESPONDENT: Almi Management Company, an Illinois corporation, et al	CASE NUMBER: RG20053406
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
2. I served copies of: Summons, Instructions for Use, Complaint, Civil Case Cover Sheet, Instructions on how to complete the Cover Sheet

3. a. Party served: AMLI RESIDENTIAL PROPERTIES, L.P., a Delaware Limited Liability Partnership
- b. Person Served: Jian Carlos, Process Specialist-CT Corporation System - Person Authorized to Accept
4. Address where the party was served: 28 Liberty Street New York
New York, NY 10005

5. I served the party
 - a. by **personal service**, I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 02/07/2020 (2) at (time): 12:15PM

The "Notice to the Person Served" (on the summons) was completed as follows:

- d. on behalf of:

AMLI RESIDENTIAL PROPERTIES, L.P., a Delaware Limited Liability Partnership
 under: Other: Limited Partnership

7. Person who served papers

- a. Name: Joshua Lee
- b. Address: One Legal - 194-Marin
1400 North McDowell Blvd, Ste 300
Petaluma, CA 94954
- c. Telephone number: 415-491-0606
- d. The fee for service was: \$ 160.00
- e I am:
 - (1) Not a registered California process server.

8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.
 Date: 02/13/2020

Joshua Lee
 (NAME OF PERSON WHO SERVED PAPERS)

(SIGNATURE)

Form Adopted for Mandatory Use
 Judicial Council of California POS-010
 (Rev. Jan. 1, 2002)

PROOF OF SERVICE OF SUMMONS

Code of Civil Procedure, § 417.10

OL# 14383015

Exhibit G

1 **McGUIREWOODS LLP**
 Kerri H. Sakaue (SBN 301043)
 2 1800 Century Park East, 7th Floor
 Los Angeles, CA 90067
 3 Tel: (310) 315-8200
 Fax: (310) 315-8210

4 Attorneys for Defendants
 5 AMLI MANAGEMENT COMPANY,
 AMLI RESIDENTIAL PARTNERS, LLC,
 6 and AMLI RESIDENTIAL PROPERTIES, L.P.

**ENDORSED
 FILED
 ALAMEDA COUNTY**

MAR - 9 2020

CLERK OF THE SUPERIOR COURT
 Deputy

ARGARET J. DOWNING

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF ALAMEDA**

10 **UNLIMITED JURISDICTION**

11 GIOVANNI MIMS, on behalf of himself, all
 12 others similarly situated,

13 Plaintiff,

14 vs.

15 AMLI MANAGEMENT COMPANY, an
 Illinois Corporation; AMLI RESIDENTIAL
 16 PARTNERS, LLC, a Delaware Limited
 Liability Company; AMLI RESIDENTIAL
 17 PROPERTIES, L.P., a Delaware Limited
 Partnership; and DOES 1-50, inclusive,

18 Defendants.

CASE NO. RG20053406

[Assigned for all purposes to Hon. Winifred Y.
 Smith, Dept. 21]

**DEFENDANTS' ANSWER TO
 PLAINTIFF'S UNVERIFIED CLASS
 ACTION COMPLAINT FOR DAMAGES
 FOR:**

Violation of 15 U.S.C. §§ 1681b(b)(2)(A) (Fair
 Credit Reporting Act)

Complaint filed: February 5, 2020



1 Defendants AMLI MANAGEMENT COMPANY (“AMLI Management”), AMLI
2 RESIDENTIAL PARTNERS, LLC (“AMLI Partners”), and AMLI RESIDENTIAL PROPERTIES,
3 L.P. (“AMLI Properties”) (collectively, “Defendants”) hereby answer the unverified Complaint (the
4 “Complaint”) of Plaintiff GIOVANNI MIMS (“Plaintiff”) as follows:

5 **GENERAL DENIAL**

6 Pursuant to Code of Civil Procedure § 431.30(d), Defendants deny, generally and
7 specifically, each and every allegation, statement, manner and purported cause of action contained
8 in the Complaint, and the whole thereof. Without limiting the generality of the foregoing,
9 Defendants deny, generally and specifically, that they, or any of them, engaged in any wrongful act
10 or omission with respect to Plaintiff and/or the putative class members he purports to represent, or
11 that Plaintiff and/or the putative class members he purports to represent have been damaged in the
12 manner and sums alleged, or in any way at all, as the result of any alleged wrongful act or omission
13 on the part of Defendants, or any of them.

14 **AFFIRMATIVE OR OTHER DEFENSES**

15 In further answer to the Complaint, as separate and distinct affirmative defenses, and without
16 assuming the burden of proof as to matters that, pursuant to law, are Plaintiff’s burden to prove,
17 Defendants allege that each of the following is likely to have evidentiary support after a reasonable
18 opportunity for further investigation or discovery:

19 **FIRST AFFIRMATIVE OR OTHER DEFENSE**

20 1. The Complaint and each and every purported cause of action alleged therein fails to
21 state any claim upon which relief can be granted.

22 **SECOND AFFIRMATIVE OR OTHER DEFENSE**

23 2. The Complaint and each and every purported cause of action alleged therein is barred
24 in whole or in part by all applicable statutes of limitations.

25 **THIRD AFFIRMATIVE OR OTHER DEFENSE**

26 3. The Complaint and each and every purported cause of action alleged therein is vague,
27 uncertain and unambiguous.

FOURTH AFFIRMATIVE OR OTHER DEFENSE

4. Defendants have taken no action and made no omission that violated or sought to violate any statutory or constitutional right relating to Plaintiff and/or the putative class members he purports to represent.

FIFTH AFFIRMATIVE OR OTHER DEFENSE

5. Plaintiff and the putative class members that he purports to represent have suffered no damages as a result of any alleged act or omission of Defendants.

SIXTH AFFIRMATIVE OR OTHER DEFENSE

6. Although Defendants generally and specifically deny that they owe any amount to Plaintiff and/or the putative class members that he purports to represent, if it should be determined that any amounts are owed, Defendants allege that at all times herein reasonable, good faith disputes existed as to whether any such amounts were owed.

SEVENTH AFFIRMATIVE OR OTHER DEFENSE

7. Plaintiff and the putative class members he purports to represent failed to exercise reasonable diligence to mitigate their harm/damages (if any were in fact suffered, which is expressly denied) and, therefore, are barred from recovering any damages or any damages awarded to them should be reduced accordingly.

EIGHTH AFFIRMATIVE OR OTHER DEFENSE

8. If Plaintiff and/or any of the putative class members he purports to represent suffered any harm and/or damages (which is expressly denied), said harm and/or damages were proximately caused by their own acts.

NINTH AFFIRMATIVE OR OTHER DEFENSE

9. Plaintiff's claims and those of the putative class members he purports to represent are barred, in whole or in part, because they lack standing, including, without limitation, that they have not suffered any injury in fact and have not lost money or property.

TENTH AFFIRMATIVE OR OTHER DEFENSE

10. Plaintiff and the putative class members he purports to represent intentionally or negligently relinquished and waived any rights they may have had to institute an action for the

1 alleged wrongdoings asserted in the Complaint in that they were a major contributing factor to the
2 alleged losses of which they now complain and, by virtue thereof, have waived and/or are estopped
3 from asserting any claims based on the consequences that flow from Defendants' alleged
4 wrongdoing.

5 **ELEVENTH AFFIRMATIVE OR OTHER DEFENSE**

6 11. Plaintiff's claims are barred in whole, or in part, by 15 U.S.C. 1681h(e) and/or
7 15 U.S.C. 1681t(b)(1)(F).

8 **TWELFTH AFFIRMATIVE OR OTHER DEFENSE**

9 12. The Complaint is barred based on one or more accords and satisfactions.

10 **THIRTEENTH AFFIRMATIVE OR OTHER DEFENSE**

11 13. Plaintiff and the putative class members that he purports to represent are guilty of
12 laches and unreasonable delay in bringing this action and in asserting any claim for relief against
13 Defendants. The laches and unreasonable delay were without good cause and substantially
14 prejudiced Defendants because Plaintiff and the putative class members that he purports to represent
15 failed to demand back pay and penalties from the time of the alleged acts to the present and their
16 laches and unreasonable delay have multiplied the amount of their claim. In addition, certain types
17 of evidence in defense against the allegations contained in the Complaint may have become difficult
18 or impossible to obtain.

19 **FOURTEENTH AFFIRMATIVE OR OTHER DEFENSE**

20 14. The Complaint and each purported cause of action alleged therein fails to state a
21 claim for attorneys' fees against Defendants.

22 **FIFTEENTH AFFIRMATIVE OR OTHER DEFENSE**

23 15. Plaintiff's Complaint and each and every purported cause of action alleged therein
24 are barred in whole or in part by the doctrines of *res judicata* and/or collateral estoppel as to Plaintiff
25 and/or the putative class members he purports to represent, or some of them.

26 **SIXTEENTH AFFIRMATIVE OR OTHER DEFENSE**

27 16. Plaintiff's Complaint and each and every purported claim alleged therein are barred
28 in whole or in part by one or more settlement agreements and/or releases as to Plaintiff and/or the

1 putative class members he purports to represent, or some of them.

2 **SEVENTEENTH AFFIRMATIVE OR OTHER DEFENSE**

3 17. Defendants are entitled to an offset for any monies received by Plaintiff and/or any
4 members of the putative class he purports to represent from any source in compensation for their
5 alleged economic and non-economic damages under the common law doctrine of offset and under
6 the doctrine prohibiting double recovery under applicable law.

7 **EIGHTEENTH AFFIRMATIVE OR OTHER DEFENSE**

8 18. Defendants are entitled to a setoff for any amounts Plaintiff and/or any members of
9 the putative class that he purports to represent owe them for receipt of any wages and other benefits
10 to which they were not entitled and/or did not earn.

11 **NINETEENTH AFFIRMATIVE OR OTHER DEFENSE**

12 19. To the extent the Complaint seeks any type of penalties, it is unconstitutional in that,
13 among other things, the statutory bases therefor are void for vagueness, it violates the Equal
14 Protection Clause, it violates the Due Process Clause, it is an undue burden on interstate commerce
15 and/or it violates the Excessive Fines Clause of the Eighth Amendment, and the Constitution of the
16 State of California.

17 **TWENTIETH AFFIRMATIVE OR OTHER DEFENSE**

18 20. Defendants at all material times lacked the requisite willfulness, knowledge and/or
19 intent to do any act or make any statement alleged in the Complaint, and thus, Plaintiff's purported
20 claims for relief predicated on such willfulness, knowledge and/or intent are barred as a matter of
21 law, individually and on behalf of the putative class members he purports to represent.

22 **TWENTY-FIRST AFFIRMATIVE OR OTHER DEFENSE**

23 21. Plaintiff's Complaint, and each and every purported claim for relief alleged therein,
24 fail because Plaintiff and the putative class members he purports to represent have not suffered any
25 injury due to any alleged inclusion of "superfluous" information in their background check consent
26 forms.

27 **TWENTY-SECOND AFFIRMATIVE OR OTHER DEFENSE**

28 22. Plaintiff's Complaint, and each and every purported claim for relief alleged therein,

1 to the extent brought as a putative class action on behalf of the putative class members he purports
2 to represent, fail as a matter of law because the Complaint and Plaintiff fail to make a *prima facie*
3 showing of any certifiable class – and no class can be certified.

4 **TWENTY-THIRD AFFIRMATIVE OR OTHER DEFENSE**

5 23. Certification of a class action would be an unconstitutional denial of Defendants'
6 right to due process under the Fourteenth Amendment to the United States Constitution and the
7 California Constitution.

8 **TWENTY-FOURTH AFFIRMATIVE OR OTHER DEFENSE**

9 24. Defendants request that the trier of fact determine the proportionate responsibility of
10 Plaintiff, any named and/or settling defendant, and any third-parties responsible for the damages
11 allegedly suffered by Plaintiff and to award Plaintiff judgment, if any, against Defendants for only
12 those damages for which it is found to be proportionately responsible.

13 **TWENTY-FIFTH AFFIRMATIVE OR OTHER DEFENSE**

14 25. Defendants deny that they engaged in any acts and/or omissions that would warrant
15 the award of exemplary damages.

16 **TWENTY-SIXTH AFFIRMATIVE OR OTHER DEFENSE**

17 26. Defendants presently have insufficient knowledge or information upon which to
18 form a belief as to whether they have or may have additional, yet unstated, affirmative or other
19 defenses. Defendants reserve the right to assert additional affirmative or other defenses in the event
20 their investigation or discovery indicates that additional affirmative or other defenses are
21 appropriate.

22
23 WHEREFORE, Defendants hereby pray for judgment in its favor as follows:

24 1. That no class of any type be certified in any manner by the Court in the action and
25 that no notice of this action be given;

26 2. That Plaintiff and the putative class members that he purports to represent take
27 nothing by way of their action against Defendants;

28 3. That Plaintiff's action be dismissed in its entirety with prejudice;

1 4. That Plaintiff and the putative class members that he purports to represent be denied
2 each and every demand and prayer for relief made in the action;

3 5. For costs of suit incurred herein, including reasonable attorneys' fees pursuant to
4 applicable law; and

5 6. For such other and further relief as the Court deems just and proper.

6
7 DATED: March 9, 2020

MCGUIREWOODS LLP

8
9 By: _____



Kerri H. Sakaue, Esq.

10
11 Attorneys for Defendants
12 AMLI MANAGEMENT COMPANY,
13 AMLI RESIDENTIAL PARTNERS, LLC,
14 and AMLI RESIDENTIAL PROPERTIES, L.P.
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PROOF OF SERVICE**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1800 Century Park East, 8th Floor, Los Angeles, CA 90067.

On March 9, 2020, I served the following document(s) described as **DEFENDANTS' ANSWER TO PLAINTIFF'S UNVERIFIED CLASS ACTION COMPLAINT FOR DAMAGES** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Shaun Setareh
Thomas Segal
Farrah Grant
SETAREH LAW GROUP
315 South Beverly Drive, Suite 315
Beverly Hills, CA 90212

Attorney for Plaintiff
Giovanni Mims

☒ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Los Angeles, CA, on that same day following ordinary business practices. (C.C.P. § 1013 (a) and 1013a(3))

☐ **BY FACSIMILE:** At approximately _____, I caused said document(s) to be transmitted by facsimile pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was 310.315.8210. The name(s) and facsimile machine telephone number(s) of the person(s) served are set forth in the service list. The document was transmitted by facsimile transmission, and the sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

☐ **BY OVERNIGHT DELIVERY:** I deposited such document(s) in a box or other facility regularly maintained by the overnight service carrier, or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents, in an envelope or package designated by the overnight service carrier with delivery fees paid or provided for, addressed to the person(s) served hereunder. (C.C.P. § 1013(d)(e))

☐ **BY PERSONAL SERVICE:** I personally delivered such envelope(s) to the addressee(s). (C.C.P. § 1011)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 9, 2020, at Los Angeles, CA.



Matthew Whitney

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1800 Century Park East, 8th Floor, Los Angeles, CA 90067.

On March 10, 2020, I served the following document(s) described as **DEFENDANTS' NOTICE OF REMOVAL OF CIVIL ACTION FROM STATE COURT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Shaun Setareh
Thomas Segal
Farrah Grant
SETAREH LAW GROUP
315 South Beverly Drive, Suite 315
Beverly Hills, CA 90212

*Attorney for Plaintiff
Giovanni Mims*

☒ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Los Angeles, CA, on that same day following ordinary business practices. (C.C.P. § 1013 (a) and 1013a(3))

☐ **BY FACSIMILE:** At approximately _____, I caused said document(s) to be transmitted by facsimile pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was 310.315.8210. The name(s) and facsimile machine telephone number(s) of the person(s) served are set forth in the service list. The document was transmitted by facsimile transmission, and the sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

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Matthew Whitney